

ASSET PURCHASE AGREEMENT

AMONG

Symbiot Business Group, Inc.,

Symbiot Snow Management Network, LLC

AND

John Allin

November 3, 2004

**EXHIBIT
C**

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Exhibits

Exhibit A – Excluded Assets
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Exhibit C – Allocation Schedule
Exhibit D – Financial Statements
Exhibit E-1 – Bill of Sale
Exhibit E-2 – Assignment and Assumption Agreement
Exhibit E-3 – Consent, Assignment and Assumption Agreement
Exhibit F-1 – Seller Employment Agreement
Exhibit F-2 – Jeff Vernon Employment Agreement
Exhibit F-3 – Form of Execution Employment Agreement
Exhibit G – Required Service Provider Consents

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

PARENT

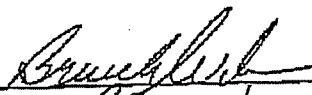
SYMBIOT BUSINESS GROUP, INC.

By: 
Title: CEO

BUYER

**SYMBIOT SNOW MANAGEMENT
NETWORK, LLC**

By: Symbiot Business Group, Inc., Manager

By: 
Title: President

SELLER

John Allin

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

PARENT

SYMBIOT BUSINESS GROUP, INC.

By: _____
Title: _____

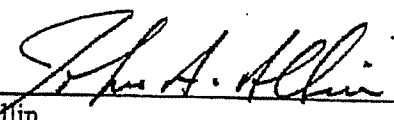
BUYER

**SYMBIOT SNOW MANAGEMENT
NETWORK, LLC**

By: Symbiot Business Group, Inc., Manager

By: _____
Title: _____

SELLER



John Allin